EVIDENCE—COMPETENCY OF WITNESS—TRANSACTION WITH AGENT, SINCE DECEASED.—Action brought by a corporation upon a promissory note. The question at issue was as to whether the note was given as final payment or as security only. *Held* (following CIV. CODE 1895, § 5269), that the defendant was not competent to testify in his own behalf as to transactions had by him solely with a deceased agent of the corporation. *Dolvin* v. *American Harrow Co.* (1908), — Ga. —, 62 S. E. 198.

The common law rule was that the testimony of persons having a pecuniary interest in the event of the cause was incompetent. 1 WIGMORE, ON EVIDENCE, § 576. This rule has been abolished by statute in all the states. These statutes are collected in 1 WIGMORE, ON EVIDENCE, § 488. From these it appears that in general the testimony of the survivor of a transaction with a decedent is admissible unless offered against the latter's estate. A provision similar to that upon which the present case was decided exists in Michigan (C. L. 1897, § 10212). However, it exists in few if any other states. Under the statutes of a great majority of the states the testimony of the defendant would have been admitted in the present case since it was not offered against the estate of the decedent. This would appear to be more in accord with the justice of the case.

EVIDENCE—JUDICIAL NOTICE OF "FOOTBALL SEASON."—The plaintiff was employed by the defendant as assistant manager of a football team, for the football season of 1903. The contract fixed no time for the payment of the agreed compensation. *Held,* that the compensation became due at the close of the term of service, and the court will take judicial notice that the football season proper, in American institutions of learning, ends on Thanksgiving day. *Sieberts* v. *Spangler* (1908), — Ia. —, 118 N. W. 292.

The court says: "We think it a matter of common observation, of which the court may take notice, that while the remainder of the year in our great American institutions of learning may be religiously devoted to the study of football, the 'season' proper, in which academic investigation gives place to the applied science, begins with the first frost, and ends very appropriately with the day of general thanksgiving." The general rule, as nearly as the subject is susceptible of a general rule, is that courts will take judicial notice of whatever is generally known within the limits of their jurisdiction. *Brown et al.* v. *Piper,* 91 U. S. 37; *Hunter* v. *N. Y. O. & W. R. R. Co.,* 116 N. Y. 615. Irreconcilable conflict has arisen among the decisions because judicial minds differ as to what is or should be "generally known." Courts have frequently cautioned against the too free use of this power. "Care must be taken that the requisite notoriety exists. Every reasonable doubt upon the subject should be resolved promptly in the negative." *Brown et al.* v. *Piper,* supra. There seems to be a growing disposition for the courts to extend the area of judicial knowledge. *Miller & Co.* v. *T. & N. O. Ry. Co.,* 83 Tex. 518. While it would seem that the time of the ending of the football season is a strange matter for a court to take judicial notice of, it is not going any farther than a federal court did in